

United States Bankruptcy Court
District of Minnesota

In re:

Allison Miller Waterbury,

Debtor.

Bky. Case No. 18-42930
Adv Case No. 19-04041

Allison Miller Waterbury,

Plaintiff,

v.

American University of Antigua,

Defendant.

Vernon Solomon hereby affirms under penalty of perjury

1. I am the Vice President for Administration Services and Community Affairs of American University of Antigua. As such, I am fully familiar with the facts and circumstances surrounding this matter and hereinafter set forth.
2. I submit this affirmation in opposition to the motion for entry of a default judgment against American University of Antigua ("AUA") in the above referenced matter.
3. As its name suggests, AUA is a university located in Antigua and Barbuda, West Indies. It is chartered by the government of that nation and is accredited by the Caribbean Accreditation Authority for Medicine and other Health Professions ("CAAM-HP"), the recognized accreditor of medical schools for the CARICOM nations, a group of twenty countries located in the Caribbean, generally and for Antiguan and Barbuda, in particular.

4. Plaintiff Allison Miller Waterbury was a student at AUA's College of Medicine, which is located on AUA's campus in Antigua. She entered the College in 2008 as a first-year medical student in AUA's program of education leading to its Medical Doctorate (M.D.) degree. She graduated from AUA in February 2012 and secured a residency in Internal Medicine at beginning in July, 2013.
5. Upon successful completion of residency training, AUA's M.D. graduates are eligible to be licensed as physicians in every State in the United States and in many other countries, including Canada, Great Britain and India.
6. Barring unusual circumstances, Ms. Waterbury should have completed her residency training in June, 2016 and become eligible for licensure as a physician in every state in the United States as of that time.
7. Ms. Waterbury's action as against AUA as well as her motion for a default judgment herein is predicated on two inaccurate statements: the first, that "American University of Antigua is the owner, guarantor, and holder of seven (7) private consumer education loans of [hers]" and, two, that AUA" (Waterbury "Affidavit on the Merits" at para. 5) and; two, that AUA has an office in the State of New York, with a mailing address of One Battery Park Plaza, New York, New York 10004.
8. Contrary to Ms. Waterbury's claims, AUA is not the owner, guarantor or holder either of any of the loans that Ms. Waterbury identifies in her "Affidavit of Merit" or of any other loans made to Ms. Waterbury.
9. Ms. Waterbury is not in debt to AUA for any loans or for any other reason.
10. Likewise, contrary to Ms. Waterbury's claim, AUA does not have an office in New York.

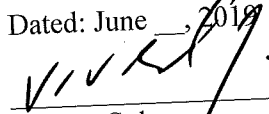
11. The office that Ms. Waterbury describes at One Battery Park Plaza, New York 10004 and to which she claims to have mailed her summons and complaint in this matter is the office of Manipal Education Americas, LLC ("MEA").

12. MEA is a New York limited liability company engaged in the business, principally, of providing back office services and administrative services for schools of higher education. AUA is a client of MEA.

13. Under a Services Agreement with AUA (Exhibit A), MEA provides back office and administrative services for AUA including registrarial, recruiting, marketing, IT, financial, accounting and legal services.

14. MEA is not authorized to accept service of process on behalf of AUA.

WHEREFORE, your affirmant on behalf of AUA respectfully requests that Debtor's motion for a default judgment as against AUA be denied and that AUA be granted such other and further relief as the court deems just and equitable.

Dated: June 27, 2019

Vernon Solomon